

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **July 9, 2002**

AGENDA ITEM NO.: **4**

CONSENT:

REGULAR: **x**

CLOSED SESSION:

ACTION: **x**

INFORMATION:

(Confidential)

ITEM TITLE: **Law Enforcement Mutual Aid Agreement**

RECOMMENDATION: Adoption of the attached resolution.

SUMMARY: For a number of years the localities and law enforcement agencies in Central Virginia participated in informal mutual aid agreements. These informal agreements (a) helped promote regional corporation along law enforcement agencies (b) helped participating jurisdictions provide law enforcement services during emergencies and (c) helped enhance the overall quality of law enforcement in Central Virginia. In 1997 the General Assembly amended the State Code to authorize law enforcement agencies and local governing bodies to enter into written mutual aid agreements. On July 8, 1987, City Council adopted a resolution authorizing Lynchburg to enter into a written mutual aid agreement with other localities and law enforcement agencies in a Central Virginia area. A similar resolution was adopted by City Council on September 8, 2001. In October of 2001, the Attorney General issued an opinion advising that the legislation authorizing localities and law enforcement agencies to enter into written mutual aid agreements limited participation to localities that had contiguous boundaries. The requirement of contiguous boundaries prohibited localities such as the towns of Altavista, Amherst and Brookneal and the City of Bedford from participating in a mutual aid agreement with the City of Lynchburg. During its 2002 session, the General Assembly amended the State Code to eliminate the requirement that localities are required to have contiguous boundaries in order to participate in a written mutual aid agreement. The 2002 amendment allows all of the localities and law enforcement agencies in Central Virginia to participate in a joint mutual aid agreement. In order to take advantage of the recent amendment to the State Code it would be appropriate for City Council to adopt a resolution authorizing Lynchburg to participate in a mutual aid agreement with the other localities and law enforcement agencies in Central Virginia. The terms and conditions of the proposed mutual aid agreement are the same as those that were approved by City Council on September 11, 2001. The existing mutual aid agreement is simply being amended to allow more localities and law enforcement agencies in Central Virginia to participate in the agreement.

PRIOR ACTION(S): Adoption of similar resolutions on July 8, 1997 and September 18, 2001.

FISCAL IMPACT: None

CONTACT(S): Walter C. Erwin, 847-1310 Ext. 235

ATTACHMENT(S): Resolution authorizing the City to enter into a mutual aid agreement with other localities and law enforcement agencies in Central Virginia.

REVIEWED BY:

## RESOLUTION

WHEREAS, for a number of years the cities, counties and towns in Central Virginia and their law enforcement agencies participated in mutual aid agreements; and,

WHEREAS, these mutual aid agreements (a) helped promote regional cooperation among law enforcement agencies (b) helped participating jurisdictions provide necessary law enforcement services during emergencies and (c) helped enhance the overall quality of law enforcement services in Central Virginia;

WHEREAS, by resolution adopted on September 18, 2001, City Council authorized the City of Lynchburg to enter into a written mutual aid agreement with various localities and law enforcement agencies in Central Virginia; and,

WHEREAS, in October of 2001 the Office of the Attorney General issued an opinion advising that the legislation authorizing localities and law enforcement agencies to enter into mutual aid agreements limited participation to localities that had contiguous boundaries; and,

WHEREAS, the requirement of contiguous boundaries would prevent localities such as the Towns of Altavista, Amherst and Brookneal and the City of Bedford from participating in a mutual aid agreement with the City of Lynchburg; and,

WHEREAS, during its 2002 session the General Assembly amended the State Code to eliminate the requirement that localities are required to have contiguous boundaries in order to participate in mutual aid agreements and this amendment allows all of the localities and law enforcement agencies in Central Virginia to participate in a joint mutual aid agreement; and,

WHEREAS, in order to take advantage of the 2002 amendment to the State Code it would be appropriate for City Council to adopt a resolution authorizing the City to participate in a mutual aid agreement with the localities and law enforcement agencies in Central Virginia. The terms and conditions of the proposed mutual aid agreement are the same as those that were approved by Council on September 18, 2001. The existing mutual aid agreement is simply being amended to take advantage of the 2002 amendment to the State Code and allow more localities and law enforcement agencies in Central Virginia to participate in the mutual aid agreement;

NOW, THEREFORE, BE IT RESOLVED that the Lynchburg City Council hereby authorizes the City to enter into a written mutual aid agreement with the Amherst County Sheriff's Department, the Appomattox County Sheriff's Department, the Bedford County Sheriff's Department, the Campbell County Sheriff's Department, the Town of Altavista, the Town of Amherst, the Town of Brookneal, and the City of Bedford for the joint use of law enforcement forces, both regular and auxiliary, equipment and materials, in order to maintain the peace and good order, and the City Manager and City Attorney are authorized to execute such agreement on behalf of the City of Lynchburg.

Adopted:

Certified:

\_\_\_\_\_  
Clerk of Council

123L

THIS AGREEMENT, made and entered into this first day of July, 2002, by and between **L. J. AYERS, III, SHERIFF, COUNTY OF AMHERST, VIRGINIA; O. WILSON STAPLES, SHERIFF, COUNTY OF APPOMATTOX, VIRGINIA; MICHAEL J. BROWN, SHERIFF, COUNTY OF BEDFORD, VIRGINIA; ROBERT E. MAXEY, JR., SHERIFF, COUNTY OF CAMPBELL, VIRGINIA; THE TOWN COUNCIL OF THE TOWN OF ALTAVISTA, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (Town of Altavista); **THE TOWN COUNCIL OF THE TOWN OF AMHERST, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (Town of Amherst); **THE CITY COUNCIL OF THE CITY OF BEDFORD, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (City of Bedford); **THE TOWN COUNCIL OF THE TOWN OF BROOKNEAL, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (Town of Brookneal); and **THE CITY COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (City of Lynchburg);

**W I T N E S S E T H:**

**WHEREAS**, the parties hereto are the sheriffs of counties where no police department has been established or are the governing bodies of cities and towns within the Commonwealth of Virginia where police departments are established; and

**WHEREAS**, it is the desire of the parties hereto to enter into a mutual aid agreement in accordance with the provisions of §15.2-1736, and any successor statute, of the Code of Virginia; and

1. **WHEREAS**, § 15.2-1736 of The Code of Virginia authorizes local governments and sheriffs with law-enforcement authority within localities where no police force has been established to enter into mutual aid agreements concerning the use of their police and law-enforcement forces; and

2. **WHEREAS**, the four sheriffs and five local governments who are parties to this agreement, have determined that the provision of police aid across jurisdictional lines, and the ability of police officers and sheriffs and their deputies to make arrests across jurisdictional lines, will increase their ability to maintain peace and good order throughout the entire area; and

3. **WHEREAS**, it is deemed to be mutually beneficial to the parties hereto to enter into an agreement concerning mutual aid and cooperation and with regard to law enforcement; and

4. **WHEREAS**, the parties desire that the terms and conditions of this Mutual Aid Agreement be established; NOW, THEREFORE,

**WITNESSETH**

That for and in consideration of the mutual benefits to be derived from this police mutual aid agreement, the parties hereto covenant and agree as follows:

1. Each party will endeavor to provide police support to the jurisdictions which are parties to this Agreement within the capabilities available at the time the request for such support is made and within the terms of this Agreement.

2. Requests for assistance pursuant to the terms and conditions of this Agreement shall be made by the requesting jurisdiction's chief of police or sheriff, whichever is applicable, or their respective designee.

3. The personnel of the requested jurisdiction shall render such assistance under the direction of the chief of police or sheriff or their respective designee of the requesting jurisdiction.

4. Law enforcement support provided pursuant to this Agreement shall include, but not be limited to the following resources: uniformed officers, canine officers,

aerial support when maintained, forensic support, plainclothes officers, special operations personnel and related equipment.

5. Nothing contained in this Agreement shall in any manner be construed to compel any of the parties hereto to respond to a request for police support when the police personnel of the jurisdiction to whom the request is made are, in the opinion of the requested jurisdiction, needed or are being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to provide police support to another jurisdiction when its police personnel or equipment, in the opinion of the requested jurisdiction, are needed for other duties within the boundaries of its own jurisdiction.

6. In those situations not involving the provision of mutual aid upon request, police officers, sheriffs or deputy sheriffs, agents and other employees of any city or town or sheriff may also enter any of the other jurisdictions that are parties of this agreement in furtherance of law enforcement purposes, concerning any offense in which the entering police department or sheriff may have a valid interest; provided, that the entering personnel shall, as soon as practical, make such presence known to the chief of police or sheriff of the entered jurisdiction, or his designated representative.

7. The responsibility for investigation and subsequent actions concerning any criminal offense shall remain with the police agency of the locality whose court has original jurisdiction over the offense. Entering police personnel shall promptly notify the police agency or sheriff of the entered locality upon discovery of a crime over which a court of the entered locality has original jurisdiction.

8. All police officers, sheriffs or deputies, agents and other employees of the parties to this Agreement who are acting pursuant to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer in each jurisdiction subscribing to this Agreement; such authority shall be in conformance with § 15.2-1736, and any successor statute, of the Code of Virginia and any other section of the Code of Virginia that may be applicable; however, police officers or law enforcement officers of any jurisdiction or sheriff who are casually present in any other jurisdiction shall have power to apprehend and make arrests only in such instances wherein an apparent, immediate threat to public safety precludes the option of deferring action to the local police agency or sheriff, or when such officer observes a person known to be wanted and subject to arrest, or for whom a warrant of arrest or *capias* exists.

9. All police officers, sheriffs or deputies, agents and other employees of the parties to this Agreement who are acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges, and immunities in each jurisdiction subscribing to this Agreement, including the authority to make arrests in each such jurisdiction subscribing to this Agreement, as he has within the locality where he is employed.

10. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purpose of this Agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

11. All pension, relief disability, worker's compensation, life and health insurance, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each party agrees that provisions of these benefits shall remain the responsibility of the primary employing jurisdiction.

12. Each party agrees that, in activities involving the rendering of assistance to a requesting jurisdiction pursuant to this Agreement, each party shall (i) waive any and all claims against all other parties hereto which may arise out of their activities outside their respective jurisdictions; and (ii) indemnify hold and save harmless to the extent it is legal to do so the other parties from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties outside their respective jurisdictions. It is expressly understood that the provisions of this paragraph shall not apply to entry of police officers, agents, or other personnel into another jurisdiction pursuant to paragraph 6 of this Agreement. This Agreement does not constitute a waiver of any parties right to sovereign immunity or any other form of immunity any party may enjoy or be entitled to.

13. The parties shall not be liable to each other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. Neither shall the parties be liable to each other for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement.

14. This Agreement rescinds and supersedes the previous written agreement by these parties under §15.1-1736 of the Code of Virginia dated July 25, 2001. All other written or oral agreements between all or any of the parties to this Agreement shall remain in full force and effect.

15. Termination. Any party of this Agreement shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other parties by certified mail, return receipt requested. Any termination shall be effective ten (10) days after receipt of notice of termination. This Agreement shall be presumed to be in full force and effect unless and until notice of termination shall be produced in the event the question of continuing effect of this agreement shall arise in any judicial or administrative proceeding.

16. Completeness of agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, or representations, either oral or written. This Agreement may be amended only by written instruments signed by authorized representatives of the participating jurisdictions.

17. Gender. Any word importing the masculine gender used in this Agreement may extend to and be applied to females as well as males.

18. The Clerk of the City Council of the City of Lynchburg shall retain the original signed copy of this agreement and shall be the custodian thereof and authorized to make and distribute attested or authenticated copies of the Agreement.

19. Effective date. This Agreement shall be effective July 1, 2002, or at such later time as the governing body of the last city or town, which is a party hereto, has affirmatively passed a resolution approving the terms of the Agreement and directing its execution.

## **SHERIFF, COUNTY OF AMHERST**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sheriff

**SHERIFF, COUNTY OF APPOMATTOX**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sheriff

**SHERIFF, COUNTY OF BEDFORD**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sheriff

**SHERIFF, COUNTY OF CAMPBELL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sheriff

**ATTEST:**

# TOWN OF ALTAVISTA

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Manager

Resolution adopted on \_\_\_\_\_

**ATTEST:**

# TOWN OF AMHERST

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Manager

Resolution adopted on \_\_\_\_\_

**ATTEST:**

**CITY OF BEDFORD**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

Resolution adopted on \_\_\_\_\_

**ATTEST:**

**TOWN OF BROOKNEAL**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Manager

Resolution adopted on \_\_\_\_\_

**ATTEST:**

**CITY OF LYNCHBURG**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

Resolution adopted on \_\_\_\_\_